

C15.4 Orders for Service

C15.4.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders.

C15.4.2 As project needs become known, the Government will place orders for service with the Contractor offering the best value to the Government for aircraft services conforming to the Government's requirements. Bureau representatives will have their bureau's authorization to place orders against the contract. The ordering office will be responsible for conducting, documenting in writing, and maintaining on file, individual project cost comparisons and selection rationale.

C15.4.2 The Government will utilize a listing of awarded contracts to accomplish the analysis to determine the most advantageous Contractor for accomplishment of the project. Most favorable price (to include mobilization/demobilization costs) will be a substantial factor in determining Contractor selection for the project. When determined and documented to be in the best interest of the Government, the Government reserves the right to select other than the lowest priced Contractor consistent with the provisions contained herein. Other items of consideration may include but are not limited to the following: aircraft best suited for accomplishment of the project, availability of the Contractor for the period of the project, familiarity with the work area and/or species of animal, etc.

C15.4.3 After identification of the Contractor determined to represent the most advantageous selection for a project, an order will then be placed with the Contractor offering the best value to the Government for aircraft services conforming to the

Government's requirements and as set forth herein.

C15.4.4 Pricing offered under Section A will remain in effect for each year's contract period. No price changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, Economic Price Adjustment-Fuel, etc.) or as otherwise determined by the CO to be in the Government's best interest. Contracts will not be modified after award with any change that may be perceived to give any one Contractor a competitive advantage over other Contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all Contractors.

C15.4.5 Cancellations by either party should be documented, briefly explaining the reasons for the cancellation, and included in the Government user's file concerning the project. Because of the sensitive nature of BLM WHB gather missions, the Government reserves the right to cancel projects before the project begins without resulting in any claim from the Contractor.

C15.4.5.1 The Contractor will be entitled to claim actual and reasonable costs associated with a project where cancellation by the Government occurs after services have commenced. Such claims will be coordinated and submitted with the CO.

C15.4.6 Services during a project shall be exclusively in support of the Government project as directed subject to the availability requirements specified herein. Upon completion of the project and release by the Government, the Contractor will return to an on call status.